



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
REQUEST FOR PROPOSAL**

RFP NO. P.L. 105-220 Workforce Investment Act of 1998

CONTACT PERSON: Jeanettia Sharpe

TITLE: Adult Education and Literacy Program

ISSUE DATE: December 17, 2001

PHONE NUMBER: 573-751-2571

RETURN PROPOSAL NO LATER THAN: 4:00 PM, February 28, 2002

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

RETURN PROPOSAL TO:

DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
ADULT EDUCATION AND LITERACY SECTION
ATTN: AEL RFP
PO BOX 480
JEFFERSON CITY MO 65102-0480

CONTRACT PERIOD: July 1, 2002 thru June 30, 2003 with renewals see 2.7.1

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Elementary and Secondary Education
Adult Education and Literacy Section
402 Dix Road, P.O. Box 480
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the DESE or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the DESE.

SIGNATURE REQUIRED

| | | |
|-----------------------|---------|-------------------------|
| AUTHORIZED SIGNATURE | | DATE |
| PRINTED NAME | | TITLE |
| COMPANY NAME | | |
| MAILING ADDRESS | | |
| CITY, STATE, ZIP | | |
| VENDOR NO. (IF KNOWN) | | FEDERAL EMPLOYER ID NO. |
| PHONE NO. | FAX NO. | E-MAIL ADDRESS |

NOTICE OF AWARD (STATE USE ONLY)

| | |
|---|------|
| ACCEPTED BY STATE OF MISSOURI AS FOLLOWS: | |
| TITLE | DATE |
| | |

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the Adult Education and Literacy Program.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Budget Page
- 5) Exhibits/Attachments as required
- 6) Terms and Conditions

1.2 Pre-Proposal Conference:

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on December 17, 2001, in Jefferson City, Missouri, within the James C. Kirkpatrick Building located at 600 West Main Street at 1:00 PM.

1.2.2 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.3 Offerors are strongly encouraged to advise the DESE within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.31. The purpose of the Adult Education and Literacy program is to:

1. Improve the literacy skills of adults thereby assisting them in obtaining the knowledge and abilities necessary for employment and self-sufficiency;
2. Assist adults to become literate and obtain the educational skills necessary to become a full partner in the educational development of their children; and
3. Assist adults in the completion of a secondary school education.

Based on the 1990 Census, about 930,000 Missouri adults 16 years and older and not enrolled in school did not possess a high school credential. In addition, as defined by the National Literacy Act of 1991, nearly 400,000 people in Missouri are considered to be functionally illiterate based on the following definition of literacy:

"Literacy means an individual's ability to read, write, and speak in English, and to compute and solve problems at levels of proficiency necessary to function on the job and in society, to achieve one's goals, and develop one's knowledge and potential."

1.3.2 Although an attempt has been made to provide accurate and up-to-date information, the DESE does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall develop and implement Adult Education and Literacy (AEL) services within a specified service area.
- 2.1.2 The smallest geographical area approvable for service delivery is one school district. However, one school district may have multiple service providers if:
- 1) The total population exceeds 20,000 eligible students, OR
 - 2) Different service providers serve different populations.

Only one program per geographical area will be funded with the exception of the aforementioned conditions. Multiple programs serving the same school district should negotiate a cooperative service agreement. If a cooperative service agreement cannot be negotiated between local service providers, the DESE reserves the right to call a hearing to determine the most cost effective and best plan to service eligible participants.

- 2.1.3 Entities that are eligible to receive funds granted by this Request For Proposal (RFP) are:
- A. Local education agencies;
 - B. Community-based organizations of demonstrated effectiveness;
 - C. Volunteer literacy organizations of demonstrated effectiveness;
 - D. Institutions of higher education;
 - E. Public or private nonprofit agencies;
 - F. Libraries;
 - G. Public housing authorities;
 - H. A nonprofit institution that is not described in A through G above and has the ability and financial stability to provide literacy services to adults and families; and
 - I. A consortium of any otherwise eligible agencies, organizations, institutions, libraries, or authorities described in A through G above.

The state educational agency will consider only those applicants who have demonstrated or can document the capability to recruit and serve educationally disadvantaged adults, particularly in areas with a high proportion of adults who do not have a certificate of graduation from a school providing secondary education or its equivalent.

2.2 Activity Plan Development Requirements:

- 2.2.1 Proposals must reflect the applicant's ability to develop and operate a comprehensive Adult Education and Literacy program that serves the specific needs of a target population of individuals who:
- Have attained sixteen (16) years of age;
 - Do not have a high school diploma, a GED, or the basic academic skills necessary to obtain and retain full-time meaningful employment; and,
 - Are not currently enrolled in school.

The eligible provider must be prepared to offer services in one or more of the following categories:

- Comprehensive Adult Education and Literacy
- Workplace Literacy

- Family Literacy
- English Literacy Programs - English as a Second Language (ESL)
- Special Populations

2.2.2 **FAMILY LITERACY SPECIAL RULE**

When providing family literacy services with Adult Education and Literacy (AEL) funds, the local program will coordinate and utilize all programs and services funded by Title II of the Workforce Investment Act, the Adult Education and Family Literacy Act, to provide these services prior to expending AEL funds for activities other than adult education activities. An eligible provider shall attempt to coordinate with programs and services that are not funded under the Adult Education and Family Literacy Act prior to using grant funds for family literacy. See Section 231(d) of the Workforce Investment Act. The applicant must document attempts to utilize other sources of funds.

- 2.2.3 The contractor shall agree and understand that the state agency shall have complete and total approval authority of the contractor's activity plan or any part thereof and shall have the expressed right to modify, change, or delete all or any part of the plan at any time.
- 2.2.4 The contractor may be required to develop and submit a new or revised activity plan at other times throughout the contract period as well as for each renewal period, if the contract is renewed for additional periods. The contractor shall prepare and submit all such future activity plans within a timeframe stipulated by the state agency.

2.3 **Activity Plan Implementation Requirements:**

- 2.3.1 In accordance with the detailed activity plan developed per the above and approved by the state agency, the contractor shall implement and satisfy all requirements of the detailed activity plan. The contractor shall perform those requirements assigned to the contractor and shall oversee and manage all other requirements of the activity plan to insure that all requirements of the plan as approved by the state agency are performed and accomplished. Only those activities specifically approved in the plan shall be performed, including, but not necessarily limited to, the activities listed below.
1. The Services shall be provided during the period of July 1, 2002, to June 30, 2005. The Grant is for one (1) year with two (2) – one (1) year extensions based on satisfactory performance.
 2. The grant shall not bind, nor purport to bind, the Department of Elementary and Secondary Education (DESE) for any contractual commitment in excess of the original grant period.
 3. Non-governmental, non-profit, non-tax-based entities are advised that they will be required to sign an additional contract with DESE.
 4. Offerors are advised that no more than 5% of requested AEL Grant funds may be used for administration, however, an additional 16% may be requested and, if approved, used for administrative use. The total allowable percentage of funds that can be utilized for administration is 21% of the total budget.
 5. Student progress must be measured by pre-testing and post-testing for each adult student with mutually agreed upon standardized tests. At a minimum, all enrolled adult students will be tested in the areas of reading or mathematics to determine program impact on the students. Enrollment, assessment, and exit data must be submitted to the Department of Elementary and Secondary Education (DESE) on a regular basis.
 6. The determination of teacher, director, and staff qualifications will be the responsibility of the successful applicants. Approved applicants must employ AEL certified teachers before a program of instruction may begin. AEL certified teachers must provide supervisory assistance to literacy volunteers, workplace readiness providers, and other non-certified program staff.

7. To ensure coordination and collaboration at the local level, each program must have an advisory committee. Collaborative partners to include within the advisory committee may include, but is not limited to:

- A. Representatives of public libraries;
- B. Workforce Investment Act (WIA) local entities;
- C. Even Start/Family Literacy programs;
- D. Volunteer literacy groups;
- E. Public schools;
- F. Caring Communities programs; and
- G. Local welfare, social services, and economic development staff.

2.3.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.4 **Reporting Requirements:** The contractor shall submit the reports identified hereinafter to the state agency for review and approval. For each type of report, the contractor must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission. Required Adult Education program reports include: Enrollment and Testing Information, Contact Hour Performance, Financial Reports, Equipment Inventory, and other reports as required by the State Director of Adult Education and Literacy.

2.5 Financial Requirements:

2.5.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state. These records must be made available at all reasonable times to the State agency and/or its designees during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.

2.5.2 The contractor shall permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.5.3 The contractor shall agree and understand that the State of Missouri **does not make advanced payments to the contractor** for any services performed or goods purchased or provided.

- a. The contractor must insure that all services have been provided or obligated prior to submitting an invoice to the state agency for payment/reimbursement from the state agency.
- b. The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and or by administrative policy of the state agency when deemed in the best interest of the DESE. Therefore, the DESE does not guarantee that any amount of funds will be spent in accordance with the contract.

2.6 Invoicing and Payment Requirements:

2.6.1 In order to obtain reimbursement for expended funds, the contractor must adhere to the following guidelines:

1. Prior to the initiation of a reimbursable local Adult Education and Literacy (AEL) program, a budget agreement will be entered into by and between the local adult educational program and the Department of Elementary and Secondary Education (DESE). These agreements will be for the current fiscal year and must be resubmitted each year. The budget agreements will indicate the categories in which expenditures are authorized and the maximum amount authorized for expenditures in each category. The agreement may be amended by subsequent supplementary agreements. Reimbursement from state and/or federal funds will be made for the period covered by the budget agreement not to exceed the amount authorized in specific categories.
2. Payment will be made quarterly to the local education agency unless a different arrangement is requested and approved in writing prior to the grant being awarded.
3. The first payment will be one fourth of the final approved budget.
4. Subsequent core funding payments will be based on audited contact hours from the previous fiscal year (which must be submitted by October 31). Necessary adjustments in amounts will be made based on the percentages in the initial budget.
5. The final payment will be made after the Financial Report is submitted to the State Director of Adult Education and Literacy on or before July 10 of the following fiscal year. Final adjustments will be made at this time. This payment will also include monies for teacher/staff development trainings.
6. Expenditures made prior to the approval dates are not reimbursable.
7. Expenditures and/or legal obligations made during the budget fiscal year must be paid prior to July 30 of the following fiscal year. Exceptions must be approved by DESE.
8. If part of the local school administrator's salary is paid from adult basic education funds, the Board of Education must designate, in its official minutes, the amount of time the administrator is assigned to adult basic education as well as the amount paid for this service.

The firm, fixed price shall constitute the total amount due the contractor for all services specified in the requirements of this document unless services are specifically listed as reimbursable in the paragraph related to reimbursements, below.

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Adult Education and Literacy Section
P.O. Box 480
Jefferson City, MO 65102

- a. On the face of each invoice, the contractor must identify the vendor name, tax identification number, firm fixed price.
 - b. Upon receipt and approval of a properly prepared monthly invoice **and all required reports and documentation**, the state agency shall pay the contractor the firm fixed price according to the pricing page on the Adult Education and Literacy Program.
- 2.6.2 Other than the payments and reimbursements on the pricing page, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.7 Other Contractual Requirements:

- 2.7.1 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the department for any contractual commitment in excess of the original contract period. The DESE shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the DESE exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

- a. Renewal Periods - If the option for renewal is exercised by the DESE, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
 - 1) If renewal prices are not provided then prices during renewal periods shall be the same as during the original contract period.
 - 2) The DESE does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

2.7.2 Termination/Cancellation: The DESE reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:

- a. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the DESE, become the property of the Department. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DESE pursuant to the contract prior to the effective date of termination.
- b. As directed by the department, the contractor shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
 - 1) If the open commitments are cancelled, the department shall pay all costs (including penalties) resulting from the cancellation.
 - 2) If such commitments continue to be executed, the contractor shall be entitled to be paid for the contractor's services pursuant to the requirements of the contract, as if such cancellation had not occurred.

The Department of Elementary and Secondary Education (DESE) also reserves the right to cancel the grant at any time for a breach of any grant obligation or non-compliance with applicable state and/or federal laws, regulations, assurances or policy statements by providing the grantee with a written notice of such cancellation. Should DESE exercise its right to cancel the grant for such a reason, the cancellation shall become effective on the date specified in the notice of cancellation sent to the grantee.

2.7.3 Property of Department: The contractor shall agree and understand that all deliverables developed as a result of the contract, shall become the property of the DESE with all rights and interests for present and future use as deemed appropriate by the department.

- a. The contractor shall be responsible for obtaining copyrights as appropriate in the name of the DESE as instructed and approved by the department. If approved, the contractor shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
- b. The DESE shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the department agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- c. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.

- d. The contractor shall defend, indemnify and hold harmless the DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.
- 2.7.4 Contractor Liability: The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the DESE, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the DESE, including its employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the DESE, including its employees, and assignees.
- 2.7.5 Insurance: The contractor shall understand and agree that the DESE cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.7.6 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.7 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the department throughout the effective period of the contract.
- 2.7.8 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DESE and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the department and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the department prior to establishing any new subcontracting arrangements and before changing any subcontractors.
- 2.7.9 Substitution of Personnel: The contractor agrees and understands that the department's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the department. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The DESE agrees that an approval of a substitution will not be unreasonably withheld.

2.7.10 Transition: Upon award of the contract, the contractor shall work with the department and any other organizations designated by the department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the department.

a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- 1) The contractor shall deliver, FOB destination, all records, documentation, etc., which were required to be produced under the terms of the contract.
- 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the department, in order to insure the completion of such service prior to the expiration of the contract.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP. FAXED APPLICATIONS WILL NOT BE ACCEPTED FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include three (3) additional copies along with their original proposal for a total of four (4).

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the DESE is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

3.1.5 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the contact person indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the contact person.

3.2 Evaluation and Award Process:

3.2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- | | |
|-------------------------------------|-----------|
| 1. Demonstrated Effectiveness | 15 Points |
| 2. Needs Assessment and Recruitment | 18 Points |

| | |
|---|-----------|
| 3. Addressing Target Population Needs | 12 Points |
| 4. Student Progress | 12 Points |
| 5. Plan of Operation | 10 Points |
| 6. Program Objectives | 12 Points |
| 7. Evaluation Plan | 14 Points |
| 8. Use of Available Community Resources | 7 Points |

Total 100 Points

- 3.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the DESE. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the department.

3.3 Funding Formula:

Funding is based upon the following:

3.3.1 Core Funding

The core funding formula provides the bulk of Missouri's AEL funding through a formula driven by instructional time. The funds are distributed to grantees on a contact-hour basis, and are intended to support "core" instructional and operational activities.

To maintain a fair and equitable funding formula, the "core" must be sufficient to support basic program operations. Therefore, the core funding calculations will be based on the previous four years' totals of audited contact hours. Fifty percent (50%) of the calculation will be based on each local program's total number of audited contact hours from the previous year. The remaining fifty percent (50%) of the calculation will be based on each local program's previous three-year average (preceding the previous year) of the total number of audited contact hours.

Applicants with no documented contact hours for the previous four years will automatically utilize the numbers generated by the entity previously serving the district. If the district has not been previously served, the eligible number of participants will be multiplied by 5% to determine an estimated number of participants to be served. The estimated number will then be multiplied by \$100 per individual to establish the core-funding amount.

3.3.2 Performance Funding

The performance funding formula is based on the number of individuals who attained success through AEL programs and services. The best measures of AEL student progress are related to established performance measures. The recognized measures are GED Attainment and Literacy Level Advancement. The performance funding will be calculated from the total number of individuals multiplied by the attainment rate for each performance measure for the past two years.

Additionally, set-asides within performance funding allocation initiatives may be established to assist programs in enhancing statewide priorities. These priorities will be determined through a consensus process.

Applicants who do not have performance numbers from the previous two years will automatically utilize the numbers generated by the entity previously serving the district. If the district has not been previously served, a performance allocation will be mutually agreed upon between the Department of Elementary and Secondary Education (DESE) and the granting entity.

3.3.3 Targeted Allocations

Special targeted allocations may be made available during each fiscal year. These allocations may include, but are not limited to, data collection, marketing, technology, and/or supplemental literacy. Each targeted allocation may require the submission and approval of a plan (with budget and narrative) prior to funds being expended.

3.4 Evaluation of Offeror's Experience, Reliability, and Financial Stability:

- 3.4.1 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful, reliable, and creative experience in past performances, especially those performances related to the requirements of this RFP.
- 3.4.2 Reference Information - The offeror should provide, in any format, the following information related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the department in order to discuss the services performed by the offeror for the contact person's company.
- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
- 3.4.3 Qualifications of Offeror's Organization – The offeror should provide the following information in regard to the offeror's organizational experience.
- a. The offeror should state the offeror's total number of years in business and the number of years the offeror's organization has been in operation. The offeror should include information that documents and verifies such years.
 - b. The offeror should describe the offeror's experience.
 - c. The offeror should provide information about client history including, but not limited to, the following:
 - 1) The offeror should describe the extent of the offeror's experience, including information about previous/current clients for which the offeror provided such services.
 - 2) The offeror should provide a list of and additional information regarding the top five clients in terms of billings that the offeror has represented in the last five (5) years.
 - 3) The offeror should provide the offeror's current total number of accounts and may list such accounts along with annual billing information.
 - 4) The offeror should document the offeror's current largest and smallest account in terms of billings.
 - d. The offeror should include documentation in the proposal verifying that the offeror is registered and in good standing with the Secretary of State of the State of Missouri. For further information on obtaining a Letter of Good Standing, the offeror should reference the following website:
<http://mosl.sos.state.mo.us/bus-ser/soscor.html>
 - e. The offeror should provide a listing of the professional trade associations, memberships, and affiliations in which the offeror's organization maintains current membership.

3.5 Evaluation of Offeror's Expertise and Resources:

- 3.5.1 The resources and qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should provide information about all personnel who will work on or be assigned to the state agency account, whether from the offeror's organization or from a proposed subcontractor's organization. The offeror may provide summary information and should also attach detailed resumes or other documentation about the personnel.
- 3.5.2 Expertise –

- a. The offeror should include detailed information about the experience and qualifications, including education, training, of proposed personnel, including the following:
 - 1) Expertise/knowledge of the department.
 - 2) Expertise/knowledge in Adult Education and Literacy.
- b. The offeror should provide a description of each personnel's duties per the contract and their experience related to such duties. If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.5.3 Resources - The offeror should submit detailed information related to the total staff resources that the offeror will have available for the department. The offeror should summarize key information about the qualifications of each staff person.

3.6 Evaluation of Method of Performance:

3.6.1 Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. In the written proposal, the offeror should provide a written method of performance including, but not limited to, the items listed below. The offeror should utilize any format desired to submit a Proposed Method of Performance.

APPLICATION NARRATIVE

Please prepare a detailed narrative description of activities to satisfy each criterion listed below. Strategies/activities must be described for each item below. Please be specific and include examples to illustrate techniques and/or procedures that will be used.

I. Demonstrated Effectiveness

This section of the narrative gives the applicant an opportunity to provide compelling evidence that the proposed program will be successful. Although outcomes cannot be guaranteed, a level of confidence for potential success needs to be conveyed. This confidence can be created by:

1. Describe the categories of service that will be provided by the eligible provider.
2. Describe the past effectiveness of adult education and literacy services that you have provided in improving the literacy skills of adults and families, particularly adults with the lowest levels of literacy and/or the capacity to provide these services.
3. Describe the unique qualifications of administrative personnel, instructional personnel and other staff that lead to meeting and exceeding the Core Indicators, State Specific Performance Measures, and Locally Derived Performance measures where appropriate. Include as an attachment a job description for all employees who perform administrative duties. Resumes may be requested at a later time.
4. Describe the specific resources that your organization will contribute to the program which are critical to the success of the program.

II. Needs Assessment and Recruitment

The purpose of this section is to demonstrate that there is an opportunity or educational need for the proposed program/project. An opportunity for a program/project is created by a unique set of circumstances that could be transformed into a learning experience for students. An educational need is characterized by a lack of workforce and/or educational achievement in the target population, by a lack of specialized instructional strategies and/or instructional materials, or by the necessity to establish an instructional program not previously offered in size or scope in the identified area.

Each application will be evaluated to determine the extent to which the proposal addresses the specific needs of the target population. Priority will be given to proposals serving multiple audiences as listed in the Goals section of the RFP.

Using local, state, and federal data, document the need for the program/project:

1. Describe the Adult Education and Literacy needs of the target population within the geographic area.

The applicant shall survey each school district served. The survey shall consist of a review of U.S. Census statistical information, and other federal and state reports on adult education and literacy services. This needs assessment shall also include ESL, workplace literacy and family literacy needs within the area to be served. The applicant shall include results of discussions with business and industry, government organizations, workforce development agencies, labor organizations, social service organizations, educational institutions, social/fraternal organizations, etc., which identify the needs of the area. Survey data by school district should be included as an appendix to the application. Include sources of all statistical data.

For the purposes of this survey, the target population is defined as individuals who have attained 16 years of age; who do not have a high school diploma, a GED, or who do not have the basic education skills to obtain and retain full-time meaningful employment; and are not enrolled in school.

2. Describe the specific recruitment strategies to inform a wide cross section of the population of the availability and benefits of the program.

Include a description of the cooperative arrangements or agreements with other agencies that will be used to reach a wide cross-section of the eligible population.

Provide a timeline of all activities for implementation of the above strategies.

III. Addressing Target Population Needs

Each application will be reviewed to determine the quality of the program design and plan of operation, including the extent to which the program is comprehensive. The program design should be easily understood, with clear descriptions of the proposed project, including the target population and proposed services. The program design should be student centered. The narrative should provide specific details as to how the grant award program will serve one or more of the following:

1. Describe how you will address the specific needs of the target populations.
 - A. Educationally disadvantaged individuals.
 - B. Individuals for which English is a Second Language (ESL) or Other Language (ESOL).
 - C. Chronically unemployed adults.
 - D. Economically disadvantaged adults.
 - E. Adults with physical disabilities.
 - F. Adults with special learning needs.
 - 1) Describe assessment practices in your adult literacy activities, which enhance the success of adults with learning disabilities.
 - 2) Describe the choices of curriculum and curriculum materials, which enhance the success of adults with learning disabilities.
 - 3) Describe instructional planning which is sensitive to the needs of adults with learning disabilities.
 - 4) Describe instruction, which enhances the success of adults with learning disabilities.

- 5) Describe accommodations and instructional adaptations, which are appropriately selected and used to enhance the success of adults with learning disabilities.
- G. Single parents and displaced homemakers.
- H. Homeless adults.
- I. Minority adults.
- J. Institutionalized adults.
2. Include a detailed schedule of classes to be provided to each school district listing the physical address of each proposed class. Include any policy used for canceling classes and notification of students.

IV. Student Progress

Each application will be reviewed to determine the extent to which the applicant proposes to accomplish and document student progress.

1. Describe specific methods the program will employ to objectively measure student progress in each of the following areas as defined by the National Reporting System (NRS) for Adult Education:
 - A. 0.0 to 1.9 grade equivalents, Beginning ABE Literacy or Beginning ESL.
 - B. 2.0 to 3.9 grade equivalents, Beginning Basic Education or Beginning ESL.
 - C. 4.0 to 5.9 grade equivalents, Low Intermediate Basic Education or Low Intermediate ESL.
 - D. 6.0 to 8.9 grade equivalents, High Intermediate Basic Education or High Intermediate ESL.
 - E. 9.0 to 10.9 grade equivalents, Low Adult Secondary Education or Low Advanced ESL.
 - F. 11.0 to 12.9 grade equivalents, High Adult Secondary Education or High Advanced ESL.
 - G. Workplace Literacy/ Life Skills.
 - H. Citizenship (voter registration).
 - I. Family Literacy.
2. Describe methods and show examples of how student progress will be documented at the local level; i.e., student records, pre and post-test, etc. Indicate how student progress will be utilized to develop appropriate instructional strategies for each individual student.
3. Describe the system to follow-up on individuals who leave the program early.

V. Plan of Operation

Applications will be reviewed to determine the quality of the plan of operation for the project, including the extent to which the program is comprehensive. The applicant shall describe the program's plan for meeting and exceeding the three (3) federal core indicators and the state specific performance measures by describing the strategies, techniques, and activities it will utilize to achieve each of the core indicators and program performance measures. If the applicant chooses to include locally derived performance measures, the applicant must also describe the source of the baseline data, if any, and describe how performance will be measured.

The applicant at a minimum should consider the following:

1. The instructional practices and activities that are utilized:
 - a) Include phonemic awareness, systematic phonics, fluency, and reading comprehension that research has proven to be effective in teaching individuals to read; and
 - b) Are built on a strong foundation of research and effective educational practice.
2. Whether the activities include the use of technology, including the use of computers.
3. Whether the activities provide learning in real life contexts.

VI. Program Objectives

Each applicant must provide goal statements, which relate directly to the stated need and include the expected overall results of the program. Describe the expected learner outcomes that can be easily communicated, stated in measurable terms, and reflected in program evaluation. Programs must document outcomes.

1. All applicants must meet or exceed the Core Indicators and other required performance measures.
2. Each applicant is encouraged to exercise the option of indicating locally derived performance measures in addition to the federal core and State Specific Performance Measures.

VII. Evaluation Plan

Provide regular and systematic evaluation in qualitative and quantitative terms of the success of the program in achieving its goals and objectives. This section should describe how the attainment or degree of attainment of each objective is to be measured.

1. Provide for frequent feedback from evaluation data derived from participants, teachers, coordinating agencies, and community groups in order to improve the effectiveness of the program.
2. Include a description of the methods and techniques the applicant plans to make available to perform the evaluation process.
3. Describe the management information system(s) that the applicant will utilize to report participant outcomes and to monitor program performance against the core indicators, state specific performance measures and locally derived performance measures. Indicate how the local director will utilize data to improve/enhance program performance.

VIII. Use of Available Community Resources

Describe the activities that will be provided that are coordinated with resources in the community. The description should include links with elementary and secondary schools, postsecondary schools, Missouri Career Centers (one-stop shops), job training programs, and social service agencies.

1. Provide a list of available community services, which will assist the student in attaining their educational goals. These might include childcare, transportation, counseling, career guidance, etc.
2. Describe career guidance services that will be provided in conjunction with Adult Education and Literacy (AEL) activities.
3. Attach at least three letters of support from cooperating agencies on their letterhead. Letters of support should specifically identify the support services provided by the agency to the students. [Special Note: As the Workforce Investment Act is implemented it will be necessary for the local program to negotiate a Memorandum of Understanding. (See Missouri State Plan 9.2.2)]
4. Include comments from community resource agencies and other constituents who have reviewed the proposal.

- 3.6.2 Schedule of Events - The offeror should provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the RFP and the number of work hours required to perform the task or event. In addition, the offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- 3.6.3 The offeror should submit Miscellaneous Information, to document whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official.

PRIOR EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|--|--|
| Offeror Name: | |
| Reference Information (Prior Services Performed For:) | |
| Name of Reference Company: | |
| Address of Reference Company: | |
| Reference Contact Person Name: | |
| Contact Person Phone # | |
| Contact Person e-mail address: | |
| Dates of Prior Services: | |
| Dollar Value of Prior Services | |
| Description of Prior Services Performed | |

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding the association of me/my company with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

PERSONNEL EXPERTISE SUMMARY
(Also attach resumes for key personnel)

| Personnel | Background and Expertise of Personnel |
|--|--|
| 1. _____ (Name) _____ (Title) | |
| <hr/> | |
| 2. _____ (Name) _____ (Title) | |
| <hr/> | |
| 3. _____ (Name) _____ (Title) | |
| <hr/> | |
| 4. _____ (Name) _____ (Title) | |
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| 5. _____ (Name) _____ (Title) | |
| <hr/> | |
| 6. _____ (Name) _____ (Title) | |
| <hr/> | |
| 7. _____ (Name) _____ (Title) | |
| <hr/> | |



STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY
EDUCATION
ADULT EDUCATION & LITERACY
P. O. BOX 480
JEFFERSON CITY, MO 65102

Do Not Write in this Block

Date Received: _____

Approved Allocation: _____

By: _____
(Director)

APPLICATION FOR LOCAL ADULT EDUCATION & LITERACY PROGRAM BUDGET

| | | |
|---|---|--|
| Local Eligible Agency: | County Code: | School District/Agency Code: |
| Beginning Date Of Program: _____ Ending Date Of Program: _____ | Est. No. Of Students To Be Served During The Proposed Program Year: _____ | Total No. Of Students Served Last Year, If Applicable: _____ |
| School District(s) To Be Served: | | |

Mailing Instructions: Two copies of this form must be submitted to the State Director of Adult Education & Literacy. When an approved copy is returned to the Local Eligible Agency, it becomes the authority to begin program operation under the terms herein specified.

Reimbursement Policies

1. The Missouri State Board of Education or its agent has sole authority to determine eligibility for reimbursement, to determine the amount of reimbursement in each category, to reduce claims if funds allocated are insufficient, to determine the part of an expenditure attributable to the local Adult Education program and make other decisions incident to the equitable, effective, and efficient operation of the program.
2. Reimbursement will be made based on actual expenditures stated on the Financial Report form.

Approvable Expenditures

1. Expenditures made prior to the program approval date are not reimbursable.
2. Expenditures and/or legal obligations considered as expenditures attributable to a fiscal year may be charged to that fiscal year if paid prior to June 30.
3. The state and/or federal government retains a redeemable interest in any item costing \$1,000 or more which is no longer needed for the local Adult Education program.
4. When approved by the proper official of the State Department of Elementary and Secondary Education, this form becomes an authorization to make expenditures under the Plan to the extent of the attached line-item budget, which is a part of this award package.

Financial Records, Reports, And Audits

1. Agencies with approved programs are responsible for maintaining and having available adequate fiscal records and reports.
2. The official accounts and documents showing receipts and expenditures of funds and evidence of payment by local educational agencies under the approved State Plan must be maintained by the local school districts. The officials of the local districts will be required to maintain these records for a period of three years.
3. The accounts of eligible agencies having Adult Education programs are required to be audited on an annual basis and copies of all audit reports must be certified by the auditor and sent to the State Director of Adult Education no later than October 31.

Adult Education Advisory Committee

1. Upon approval of this application, a local AEL Advisory Committee must be appointed.
2. Include people on the AEL Advisory Committee to represent all areas for which service is proposed.

I am familiar with the contents of "Appendix C" of the Missouri State Plan for Adult Education." I understand the objectives, procedures, activities, standards of approval, and manner and amounts of reimbursement in the program. I hereby submit a request for a local Adult Education program. I agree to administer a local Adult Education program in compliance with the rules and regulations as set forth in the Missouri State Plan for Adult Education. I will comply with all federal assurances and laws applicable to this Adult Education program.

| | | |
|------------------|--|------|
| Total Allocation | Superintendent or President or Chief Executive Officer | Date |
|------------------|--|------|

**ADULT EDUCATION & LITERACY
BUDGET**

| | |
|---------------------|----------------------|
| Fiscal Year: | Local Agency: |
|---------------------|----------------------|

Review Appendix C of the Missouri State Plan for Adult Education to determine allowable expenditures. A minimum of 95% of the budget must be in Instructional Category I, unless a smaller amount, never to be less than 79%, is negotiated.

| | CATEGORY I Instruction | CATEGORY II Supervision/Administration |
|--|---------------------------|---|
| 6110 Certified Salaries <i>(Teacher/Administrator)</i> | | |
| 6150 Classified Salaries <i>(Aides/Secretaries)</i> | | |
| 6200 Employee Benefits | | |
| 6300 Purchased Services | | |
| 6343 Professional Development/Travel <i>(Minimum 25% of Performance Funding)</i> | | |
| 6360 Communication | | |
| 6400 Supplies and Materials | | |
| 6500 Equipment | | |
| TOTAL | | |

TOTAL ALLOCATION: _____

ADULT EDUCATION MAILING LIST

Please complete the blanks below with the name and address of the person who should receive all Adult Education correspondence.

Name: _____

Agency: _____

Address: _____

Business Telephone: _____ Fax: _____

MINIMUM QUALITY ASSURANCES

The grantee agrees to:

1. Provide instruction at no cost to students.
2. Make provisions for adequate classrooms, furniture, and storage for students and instructors.
3. Plan for and provide facilities and instruction accessible to persons with disabilities.
4. Provide sufficient textbooks, standardized tests, and other instructional materials to meet the individual needs of students.
5. Inform adults in the areas served of the times and locations of classes.
6. Document each student's progress and mastery of instructional objectives.
7. Employ well-qualified teachers who are properly certified by the Missouri Department of Elementary and Secondary Education.
8. Provide information about the availability of additional training for AEL students upon the completion of their AEL training.
9. Include people on the AEL advisory committee to represent all areas served.
10. Provide assistance for each new teacher the first class session and until the director is satisfied that the teacher could handle the class without assistance.
11. Provide regular and systematic supervision and evaluation of each teacher at each site.
12. Record and keep on file, enrollment and follow-up information on all students in Adult Education classes.
13. Ensure the program's activities and plan conform to regulations outlined in the Missouri State Plan for Adult Education including Appendix C.
14. Enter into a Memorandum of Understanding as may be required by the Workforce Development Act.

I am familiar with Appendix C of the Missouri State Plan for Adult Education. As Chief Executive Officer, I have reviewed this plan and verify that this agency, upon receipt of approval from the Department of Elementary and Secondary Education, will provide comprehensive and quality services as specified herein.

SUPERINTENDENT OR CHIEF EXECUTIVE
OFFICER

DATE

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anti-competitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding web site. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding web site.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted either electronically through the State of Missouri's On-Line Bidding web site or a hard copy delivered to the DPMM offices. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening and posted on the state's On-Line Bidding web site. The contents of the proposals shall not be disclosed at this time.
- b. It is the offeror's responsibility to ensure that the proposal is received by DPMM by the official opening date and time.
- c. Proposals which are not received by the DPMM prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.

- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding web site for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The State of Missouri shall not make any advance deposits.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the State pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the State may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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